

# Barrington, NH Request for Proposal Paving 2019

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Newspaper, Dodge Report, Construction Summaries, etc. ad:

Paving Projects, 2019. Town of Barrington seeks quote for 2019 paving projects including some grinding, base coat, on other roads overlay and finish coat. due Monday March 25,2019 at 12:00 noon at Barrington Town Hall PO Box 660, 333 Calef Highway, Barrington NH 03825. Performance and Payment bond required. More information [www.barrington.nh.gov](http://www.barrington.nh.gov) or call Peter Cook (603) 396-4467

## TOWN OF BARRINGTON Paving Request for Proposal

### Summary:

The Town of Barrington through the Select Board is looking for competitive proposals for its 2019 paving projects including grinding, base coat, on other roads overlay and finish coat. Ideally the project will be completed by September 1, but if the firm knows the project cannot be completed until after October 1, please note that fact which will be a consideration in the decision of whether to award the project. Depending upon the quoted price the Town may elect to do less tonnage and/or fewer roads.

The deadline for proposals will be 12:00 noon Monday March 25, 2019. Proposals will be opened by the Select Board. The Select Board reserves the right to accept, reject, modify or negotiate any and/or all proposals or any portion thereof in the best interest of the Town of Barrington and to waive informalities. The Board also reserves the right to reduce the tonnage being laid even after award of the contract and changes to the total of roads listed. Winning firm will be required to post a performance and payment bond and insurance certificates.

<b>Road Name</b>	<b>Work needed</b>
Second Crown, Pond Hill to Hatch's	Grind & Base 2 ½
Locke Hill Lane	Grind & Base
Edgewater Drive	Grind & Base
Woodhaven Drive	Grind & Base
Quaker Lane	Grind & Base
Meadowbrook Drive	Grind & Base
Candlestick Lane	Grind & Base
Maplewood Drive	Grind & Base
Wintergreen Drive	Wear Course
Fogarty Road	Wear Course
Pond Hill Road	Wear Course
Ayer's Cove (Whole Development)	Wear Course

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Please use the bid form that is within this Request for Proposal and specify prices for each item requested. Tack will be required in all projects involving pavement being laid on pavement and is to be included in the per ton price of paving.

The material must meet NHDOT standards for quality for each type of work and also for temperature and conditions at which it is being laid. Please note any exceptions to the Additional Details section.

All proposals must be submitted in a sealed envelope; plainly marked "Paving Proposals" Proposals can be dropped off at the Select Board's office, Barrington Town Offices at 333 Calef Highway, Barrington NH or mailed to Town of Barrington, P.O. Box 660 Barrington NH 03825. Note that the town may not consider late delivery of mailed proposals. Do not mail to 333 Calef Highway. For more information please call Peter Cook (603) 396-4467.

### **Additional Details:**

Proposal response must be based on all labor and materials per attached specifications, including "flag people" as needed or where required by the Barrington Police Department. Contractor wishing to submit additional consideration for project will do so as an addendum to this Proposal Sheet. Proof of Worker's Comp and Liability Insurance will be provided to the Town by the Contractor and required to be held by the awarded firm for the duration of the project. Proposal must include written proof verifying Contractor or Subcontractors are not listed on the "Excluded Parties List" @ <https://www.sam.gov>. Contractor will be required to submit a performance and payment bond.

While the cost is an important factor, it is not the only factor. The Board may also consider references, design, quality, life cycle costs, time frame for completion and other similar factors in making the final decision on what it deems best overall for Barrington. Firms shall submit proposals with sufficient details for the Select Board to make a selection. The firm shall not, directly or indirectly, enter into any agreements, participate in any collusion, or otherwise take any action in restraint of free competitive proposals in connection with this proposal. The successful firm shall not use the name of the Town in any advertising without first obtaining written permission from the Select Board. Any changes to the provisions or specifications of this Proposal shall be made by written addendum issued no later than 4 working days prior to the proposal opening date. Prospective Firms shall have complete responsibility for being aware of any and all addenda.

The Select Board or its designees may make such investigations as it may deem necessary to determine the ability of the firm to perform the services, check references, and the firm shall furnish the Town all such information for this purpose that the Town may request. Select Board reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Select Board will reject the Bid of any Bidder that Select Board finds, after reasonable inquiry and evaluation, to not be responsible. In evaluating Bids, Select Board will consider whether or not the Bids comply with the prescribed requirements, unit prices, and other data, as requested in the Bid Form. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Select Board will reject the Bid as nonresponsive; provided that Select Board also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

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The Contractor acknowledges that it is an independent Contractor responsible for its own acts and performance under the Contract, including the acts of its employees and performance of its equipment. In addition to maintaining the required insurance under this Contract, the Contractor to the fullest extent permitted by law, shall protect, indemnify, save, defend and hold harmless and exempt the Town, its officers, officials, agents, volunteers and employees ("Indemnified Parties") from and against any and all liabilities, obligations, claims, damages, penalties, causes of actions, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated by reason of any accident, bodily injury, personal injury, death of person, or loss of or damages to property, arising indirectly or directly under, in connection with, or as a result of this agreement or the activities of the contractor. In addition, and regardless of respective fault, the Contractor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that the Contractor's officers, employees, contractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

The firm shall, in the employment of labor, comply with the laws of the State of New Hampshire, including but not limited to Chapter 275, RSA, as amended, "Hours of Labor", Chapter 279, RSA as amended, "Minimum Wage Law".

Insurance: At the time of the execution of the Contract, the Contractor shall present to the Select Board, proof of the required Liability Insurance Coverage. The Contractor shall provide proof of commercial general liability insurance, including completed operations coverage, with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, and shall add the Town to the policy as an additional insured by way of amendatory endorsement and certificate of insurance. The liability insurance shall contain contractual liability coverage applicable to the indemnification obligations of the contractor. Contractor shall provide proof of acceptable automobile insurance applicable to activities in connection with the project, as well as workers compensation insurance applicable to its employees. The Town shall not be required to indemnify or insure the contractor, its subcontractors or any professional service provider. The Contractor agrees that it will carry any and all insurance which will protect it, the Town of Barrington and their officials, agents, volunteers and employees from any and all claims and demands, costs, damages, loss of service or consortium, expenses, compensation and attorneys' fees including but not limited to any and all claims for personal injury and/or death, workers' compensation injuries, and property damages which may, in any way, arise from or out of the operations of the Contractor whether such operations be performed by the Contractor itself, anyone directly or indirectly employed by it or any other persons or company retained in any way to carry on all or portion of the operations, activities or work required by or related to the Contract. The Contractor further agrees that the Town and its officials, agents, volunteers and employees shall be named as an additional insured in any and all such liability insurance policies required by the Town.

Upon receipt of written notice of acceptance of their proposal, the successful firm shall within ten calendar days to the Town and under (RSA 447:16) deliver to the Town an executed Performance Bond as security in the amount of 100% of the contract price, as security for the faithful performance of his Contract and the payment of all persons performing labor or furnishing materials in connection therewith,

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prepared in the form of a Performance & Payment Bond attached hereto, and having a surety thereon such surety company or companies are as approved by the Town, and as are authorized to transact business in the State of New Hampshire. Such bond shall acknowledge and permit occupancy of the project or any portion thereof prior to formal acceptance by the Town.

The firm will guarantee the work and materials and the work and materials of all subcontractors for a period of one year from the date of acceptance of the work by the Town and agree to leave the work in perfect order at completion. Neither the final certificate of payment nor any provision in the Contract documents shall relieve them of responsibility for negligence, or faulty materials, or workmanship within the extent and period provided by law, and upon written notice they shall remedy any defaults due thereto, and pay all expenses for any damage to work resulting there from. It is hereby specifically agreed and understood that this guarantee shall not include any cause or causes other than defective work or materials.

The Contractor also shall examine carefully the Specifications and the Contract forms of the work contemplated. The Contractor shall not, at any time after the execution of the Contract, set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall it claim any misunderstanding in regard to the nature, conditions, or character of the work to be performed under this contract, and it shall assume all risks resulting from any change in the conditions which may occur during the progress of the work.

The Town shall make payment on account of the Contract as follows: The Contractor shall invoice the Town for the work completed. After receipt of the Contractor's invoice by the Town, the Town's agent shall inspect the premises and if the work has been completed in accordance with the Contract Documents, the Town will make payment on or within thirty days of the approved amount of the invoice. Before final payment is made to the Contractor, it shall submit evidence satisfactory to the Select Board that all payrolls, material bills and other indebtedness connected with the work have been paid.

The entire work contemplated by the Contract shall be under the supervision of the Select Board, or their agents so designated, and all questions concerning the prosecution of the work shall be referred to and decided by them.

**Determination and Extension of Contract Time:** It is a desired part of the Contract that the Contractor shall perform fully, entirely and in an acceptable manner, the work under Contract within the time stated in the Contract. If the Contractor finds it impossible for reasons beyond its control to complete the work within the ideal Contract time, it shall make a written justification to the Select Board setting forth the reasons which it is taking longer.

**Assignment:** The Contractor shall not assign, sublet, or transfer its interest in this agreement without written consent of the Select Board of Barrington.

Bids shall be on a unit price basis as indicated in the Bid Form. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form. The "Bid Price" for each unit price Bid item will be the product of the "Estimated Quantity" (which Select Board or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Select Board for Bid comparison purposes. Discrepancies between the multiplication of units of Work and unit

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prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

## **BID FORM**

PROJECT IDENTIFICATION: Paving projects for Town of Barrington as outlined in this Request for Proposal Paving Projects, 2019

This Bid is submitted to:

Town of Barrington  
P.O. Box 660 / 333 Calef Highway  
Barrington, NH 03825

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Select Board in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Select Board of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

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5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices:

	<b>Item Description and unit price written in words</b>	<b>Unit</b>	<b>Estimated Quantity</b>		<b>Unit price \$xx.xx</b>	<b>Total price \$xx.xx</b>
1	Shim & Overlay, tack .02 gal.; minimum 1.5 inches compacted 1/2 inch stone tack included	TONS	1,400 tons			
2	Reclaim & fine grade, full depth	Square yards	42,000 square yards			
3	Base course 2.5 inches compacted, winter binder	Tons	5,800 tons			
4	Wear course 1.5 inches thick, 1/2 inch top	TONS	2,100 tons			
5	Any mobilization or other charges not included in unit pricing					
					<b>Total project price</b>	

TOTAL CONTRACT PRICE BASE BID:

Dollars and Cents in words \_\_\_\_\_

Price in (numbers) \_\_\_\_\_ \$ \_\_\_\_\_

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the

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purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities,

**Optional Alternate: Please quote the additional per square yard cost over and above the "reclaim and fine grade" price to reclaim, add 6 inches of 1.5 inch stone and mix to a depth of 6 additional inches below the added 6 inches and fine grade. This will not be a factor in the basis for award but the Board might consider doing one or two roads with this alternate depending upon funding.**

Price per square yard for alternate \_\_\_\_\_

This Bid submitted by **(sign appropriate category 1-4):**

1 If Bidder is:

**An Individual**

Name (typed or printed):

(Individual's signature)

Doing business as:

2. If Bidder is a **Partnership**

Partnership Name:

By:

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed):

3. If bidder is a **Corporation**

Corporation Name:

State of Incorporation:

Type (General Business, Professional, Service, Limited Liability):

By:

(Signature -- attach evidence of authority to sign)

Name (typed or printed):

Title:

Attest

(Signature of Corporate Secretary)

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### 4. If bidder is a **Joint Venture**

Name of Joint Venture:

First Joint Venture Name: (SEAL)

By:

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed):

Title:

Second Joint Venture Name:

By:

(Signature of second joint venture partner - attach evidence of authority to sign)

Name (typed or printed):

Title:

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

For all bidders:

Contact person \_\_\_\_\_

Bidders Business address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number \_\_\_\_\_